



Report to the Auburn City Council

Action Item
Agenda Item No. **3**


City Manager Approval

To: Mayor and City Council Members
From: Jack Warren, Director of Public Works *gw*
Bernie Schroeder, Engineering Division Manager *BS*
Date: July 27, 2009
Subject: Agreement & Grant of Easement to PCWA for the East Area Hangar Waterline Extension Project

The Issue

Shall the City enter into an agreement with Placer County Water Agency to obtain water service for the East Area Hangar Waterline Extension Project?

Conclusion and Recommendation

Staff recommends, BY RESOLUTION,

1. Authorize the Director of Public Works to execute Facilities Agreement No. 2444 Revision No. 1 with Placer County Water Agency.
2. Authorize the Director of Public Works to record the Grant of Easements and legal descriptions for the East Area Hangar Waterline Extension Easement to Placer County Water Agency.

Background

Due to the East Area Hangar Waterline Extension Project, the City has requested a pipeline extension to provide water service from Placer County Water Agency (PCWA). The East Area Hangar Waterline Extension project includes new water service for the East Area Hangar Project and the Airport Office Building. Due to the new service request, the City must pay the water connection charge and the water meter installation charge which totals \$31,522. The City must also pay for engineering review, inspection, CEQA compliance and other costs totaling \$10,000.

The East Area Hangar Waterline Extension Project had a notice of completion on May 26, 2009. Placer County Water Agency needs a grant of easement for the waterline to accept the waterline and put it into service. Placer County Water Agency and City staff have reviewed and approved the grant of easement documents.

Alternatives Available to Council; Implications of Alternatives

1. Proceed with Staff Recommendation
2. Do not proceed with staff recommendation

Fiscal Impact

The East Area Hangar Waterline Extension project budget incorporated the PCWA costs into the Airport Budget for 2009/10. The agreement specifies that the City will pay \$41,522 for the water connection charges, the water meter installation charges and the miscellaneous PCWA costs. The City will be reimbursed for one water connection and one meter installation charges from the developers of the hangars totaling \$15,761. The City has already deposited \$1,000 with PCWA, so the net owed is \$40,522. The project budget incorporated the cost to record the easement documents.

PLACER COUNTY WATER AGENCY

FACILITIES AGREEMENT NO. 2444 REVISION NO. 1

PLACER COUNTY WATER AGENCY – CITY OF AUBURN

THIS AGREEMENT, by and between PLACER COUNTY WATER AGENCY, hereinafter called "Agency," and CITY OF AUBURN, hereinafter called the "Applicant," shall be effective on the date executed by the Agency.

WITNESSETH:

WHEREAS, the Applicant has requested a pipeline extension off of the Agency's Bowman Plant/Channel Hill Pressure Zone to provide water service to Auburn Airport East Hangar Waterline Extension, hereinafter referred to as the "Service Area," as shown on Exhibit "A" attached hereto and incorporated herein by reference and on a set of plans entitled "Improvement Plans for Auburn Airport East Hangar Project Waterline Extension", prepared by A.R. Associates, 275 Nevada Street, Auburn, CA 95603; and

WHEREAS, service to the Service Area will require the installation of approximately 710 linear feet (LF) of 12" pipe, 1,430 LF of 8" pipe, two (2) 1" service laterals for 5/8" x 3/4" disk meters, one (1) 6" fire protection service, four (4) fire hydrants, and associated appurtenances, which will be described more fully in the plans to be prepared by the Applicant, and which are hereinafter referred to as the "Facilities"; and

WHEREAS, the Applicant desires to connect the Facilities to the Agency's water system and have the Agency assume ownership of such Facilities and the responsibility for furnishing water service therefrom; and

WHEREAS, the Agency is willing to accept the Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings; and

WHEREAS, the Applicant intends to engage a qualified contractor and has agreed to bear all expense to furnish and install the Facilities as required.

NOW, THEREFORE, IT IS AGREED as follows:

1. Deposit: The following cash deposits shall be paid to the Agency upon submission of a copy of this Agreement duly executed by the Applicant on or before ~~December 31, 2008~~ **September 2, 2009** or before installation of the facilities under this Agreement is commenced, whichever is earlier:

(a)	Engineering review, inspection, CEQA compliance and other costs	\$10,000
(d)	Less prepaid deposit.....	(\$1,000)
	TOTAL.....	\$9,000
		=====

The amount for Item 1(a) represents an estimated cost. Item 1(a) is in addition to any amount previously paid by the Applicant, and shall be charged on an actual cost basis. The actual cost as determined by the Agency for engineering review, compliance with the California Environmental Quality Act, the preparation and administration of this Agreement, inspection and testing of the Facilities, water system outages, tests and other associated activities shall be charged against the amount deposited for Item 1(a). Should the amount of deposit for Item 1(a) become depleted the Agency may require an additional deposit be paid by the Applicant before proceeding with further work. Any cost over and above the amount deposited for Item 1(a), less the amount of deposit retention referred to in paragraph 3, shall be paid upon demand, and any excess shall be refunded within 90 days after completion and acceptance of the work.

2. Water Connection Charge and Water Meter Installation Charge: The applicant shall provide payment to the Agency for all Water Connection Charges (WCC) and water meter installation charges associated with this agreement.

(a)	Water Connection Charges	\$28,828	\$30,880
	2 – 5/8” services @ \$14,414		\$15,440 each
(b)	Water Meter Installation Charges.....	\$642	
	2 – 5/8” x 3/4” disk meters @ \$321 each		
	(1 – Admin Building, 1 - Hangars)		
	TOTAL.....	\$29,470	\$31,522
		=====	

The Applicant may provide payment for Items 2(a) and 2(b) at the rates shown above provided payment is made on or before ~~December 31, 2008~~ **September 2, 2009**. If payment is made after ~~December 31, 2008~~ **September 2, 2009**, payment shall be made at the rate in effect on the date payment is made. The amount for item 2(b) represents an estimated cost and is based upon a first time request for meter installation. Any return or additional calls on behalf of the Applicant shall be subject to additional charges and billed to the Applicant on a time and material basis. As determined by the Agency, any difference in the Agency's estimated cost and the actual charge for the meter installation and materials on the date that the meter is installed by the Agency shall be billed or refunded to the Applicant within 90 days of the date that the meter was installed. The above charges shall be paid prior to final acceptance of the facilities.

3. Minimum Deposit/Retention: The Applicant shall maintain a minimum balance of the deposit referred to in paragraph 1, Item 1(a), in an amount of \$500 or more until completion and acceptance of the work. In order for the Agency to reimburse itself for actual costs incurred after the date of completion and acceptance of the work, the Agency shall retain \$500 or more, as determined by the Agency, for a period of one (1) year from the date of completion and acceptance of the work. Within 90 days thereafter the Agency shall return to the Applicant any remaining deposit balance.

4. Time: This Agreement shall become effective upon execution by the Agency. If the installation of the Facilities provided for herein is not commenced within one (1) year after the date of execution of this Agreement by the Agency and completed within twelve (12) months after that date,

the Agency shall have the right to terminate this Agreement at any time thereafter. Upon such termination by the Agency, the Agency shall refund any portion of the deposit made for engineering review and inspection costs, pursuant to Paragraph 1, that has not been used by the Agency prior to the date of such termination.

5. Plans: It is the responsibility of the Applicant to prepare plans and specifications for installing the Facilities and submit them to the Agency for acceptance. All materials to be furnished and all construction shall be in accordance with the Agency's Improvement Standards, Technical Provisions and Standard Drawings. The plans and specifications, when accepted in writing by the Agency, shall become a part of this Agreement.

6. Installation of Facilities: The Applicant shall install the Facilities described in the plans and specifications accepted by the Agency in accordance with the provisions of this Agreement and the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings. No installation may be made except by a California State Licensed Class A or C-34 contractor or forces approved by the Agency. The Applicant shall comply with all laws and regulations, including any prevailing wage and other employment laws and regulations such as California Labor Code Sections 1720 *et seq.*, to the extent they are applicable to installation of the Facilities.

7. Property and Rights-of-Way: The Applicant shall provide easements and/or fee title on and over the properties that contain or will contain facilities that will be conveyed to the Agency in accordance with this agreement.

The Applicant shall provide the Agency with two (2) copies of the recorded final map with addresses marked for each lot or parcel prior to acceptance of the Facilities.

8. Grade Established: No work shall be performed or installation made until street subgrades have been established to the satisfaction of the Agency.

9. Inspection: The Agency shall provide one or more inspectors to inspect the

installation of the Facilities. The cost of inspection shall be charged against the deposit provided in paragraph 1, Item 1(a).

10. Area Not to be Served Before Acceptance: No water shall be served to the Service Area until the Agency has received payment of the Water Connection Charges and Meter Installation Charges for the portion of the Service Area to receive service. Service will only be provided to unoccupied structures such as model homes and landscaping in advance of final acceptance and only with prior written approval by the Agency.

11. Acceptance: The Agency assumes no obligation for maintenance of the Facilities included in this Agreement until such time as they are formally accepted in writing by the Agency. Any costs incurred by the Agency due to emergency or other repairs prior to final acceptance by the Agency shall be billed to, and paid by, the Applicant.

The Applicant shall be notified in writing of acceptance of such Facilities when they are satisfactorily installed in accordance with the Agency Accepted Plans and the Agency's current Improvement Standards, Technical Provisions and Standard Drawings, all grading and paving is completed, all water Connection Charges and Meter Installation Charges are paid, all required easements received, accepted and recorded by the Agency; two (2) copies of the recorded final map with addresses marked for each lot or parcel are provided; the required maintenance guarantee is posted; and the Applicant and/or their Contractor has no monies due the Agency on any accounts with the Agency.

Immediately upon acceptance all rights, titles, and interest in the pipeline extension, and all other facilities therein mentioned, shall be vested in the Agency.

12. Fees and Charges for Water Service: The Agency's rates and charges for treated water service in Agency Zones No. 1 and 3 provide that customers shall begin paying the Agency's rates and charges for treated water service six months after payment of the Water Connection Charge, or on the date they begin taking water, whichever is earlier. Therefore, the Applicant shall begin paying

such fees and charges no later than six months after the date of payment of the Water Connection Charges. These charges will become due and payable at that time because the Agency will be incurring costs for the operation and maintenance of treatment plant, transmission and other facilities that are required to be operated and maintained in order to serve the Applicant's Service Area with water upon the acceptance of the Facilities.

13. Fire Hydrants: All fire hydrants installed by the Applicant will be turned over to the local public agency having control of public fire protection in the area, to be operated and maintained by it the same as other hydrants in the area. The Agency's acceptance of the Facilities does not include public fire hydrants which are the responsibility of the local public fire protection agency.

14. Indemnification: The Applicant shall assume the defense of, and indemnify and save harmless the Agency, its Directors, employees and volunteers, from all claims, costs, losses, damages and expenses, including attorney's fees of any kind arising from the design of the Facilities, performance of work under this Agreement or from challenges to the adequacy of the environmental review for such work, including claims for personal injury or death, claims for damage to property, alleged damages due to runoff onto other properties, and claims for loss of business; and the Applicant agrees to require in any Agreement and/or contract entered into with anyone for the performance of work under this Agreement that all work will be done pursuant to the Agency's Improvement Standards, Technical Provisions and Standard Drawings, and that the contractor will indemnify and save harmless the Agency, its Directors, employees and volunteers from all claims of any kind arising from the contractor's performance of this Agreement, including claims for personal injury and death, claims for damages to property and claims for loss of business, except for active negligence, sole negligence, or willful misconduct of the Agency.

15. Insurance: The Applicant or the Applicant's contractor shall carry Automobile Liability insurance in the amount of at least \$1,000,000, and Commercial General Liability in the amount

of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the Agency's insurance and Commercial General Liability and shall specifically name the Agency as an additional insured and certificate holder. Before work is commenced, the Applicant or the Applicant's contractor shall furnish the Agency with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the Applicant or the Applicant's contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The applicant's insurance shall be primary and any insurance or self-insurance maintained by the Agency shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the Agency.

16. Maintenance Guarantee: After completion of work and before acceptance by the Agency, a Maintenance Bond in the amount of 50% of the estimated cost of the Facilities shall be provided by the Applicant or the Applicant's Contractor. The estimated cost of the Facilities is \$278,500. A cash deposit in an amount adequate to cover such guarantee may be provided. Such maintenance guarantee shall remain good for a period of one (1) year after acceptance by the Agency of the Facilities.

17. Special Conditions:

- A) Applicant acknowledges and agrees that prior to construction of the facilities per this agreement, approval from the California Department of Public Health must be granted for a proposed public water main crossing below an existing storm drain as shown on the set of plans entitled "Improvement Plans for Auburn Airport East Hangar Project Waterline Extension," prepared by A.R. Associates.
- B) Applicant acknowledges and agrees that prior to acceptance by the Agency, Applicant shall provide a minimum 20 foot wide non-exclusive easement for a future pipeline and

appurtenances to be constructed by the Agency within the Auburn Municipal Airport for the purpose of completing a north-south connection in the Agency's distribution system to provide increased pressures and fire flow protection to the community. The easement shall begin at the proposed stubout for this future pipeline extension as shown on the set of plans entitled "Improvement Plans for Auburn Airport East Hangar Project Waterline Extension" and shall terminate at the northern property line of the Airport in an alignment acceptable to Agency and Applicant. The Agency shall reimburse the Applicant the value of the easement. Reimbursement shall be provided within 90 days of acceptance of the project and agreement upon the valuation of the easement by both parties.

18. Placing Work in Service: If desired by the Agency, portions of the work may be placed in service or locked off when completed, and the Applicant and/or the Applicant's Contractor shall provide proper access to the work for this purpose. Such use and operation shall not constitute an acceptance of the work, and the Applicant and/or the Applicant's Contractor shall be liable for defects due to faulty construction throughout the duration of this Agreement and thereafter as provided under Warranties and Repairs.

19. Warranties and Repairs: The Applicant hereby agrees to pay to the Agency or to make at his own expense, all repairs, replacements or payments necessitated by defects in materials or workmanship supplied under the terms of this Contract which exist within one year after the date of final acceptance of the work. This Agreement shall cover defects which shall be in existence during such one year period but which shall not become apparent until thereafter. The Applicant shall be fully responsible for all direct and indirect damages and expenses to the Agency proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Applicant's Contractor by any subcontractor or manufacturer or equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the Applicant

hereby stipulates and agrees that such guarantee shall inure to the benefit of the Agency for such longer period. The Applicant shall make all repairs and replacements or payments promptly upon receipt of written order for same from the Agency. If the Applicant fails to make the repairs, replacements or payments promptly, the Agency may do the work, and the Applicant and his Surety shall be liable for the cost thereof.

20. Ownership of Area to be Served: The Applicant warrants that the owner of the Service Area is:

City of Auburn

1225 Lincoln Way

Auburn, CA 95603

If this Agreement is not signed by the owner of such property, the Applicant warrants that in executing this Agreement he or she is acting as the duly authorized agent of such owner and executes this Agreement for and on behalf of the owner and the Applicant; however, in addition thereto, the Agency reserves the right to require such owner to agree to or acknowledge this Agreement, as a condition of the Agency's approval of the Agreement.

21. Assignment of Agreement: The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein, shall be valid until and unless approved by the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
date written below.

PLACER COUNTY WATER AGENCY

APPLICANT: City of Auburn

BY: _____

Signature

Date: _____

Print name

ATTEST:

Clerk, Board of Directors

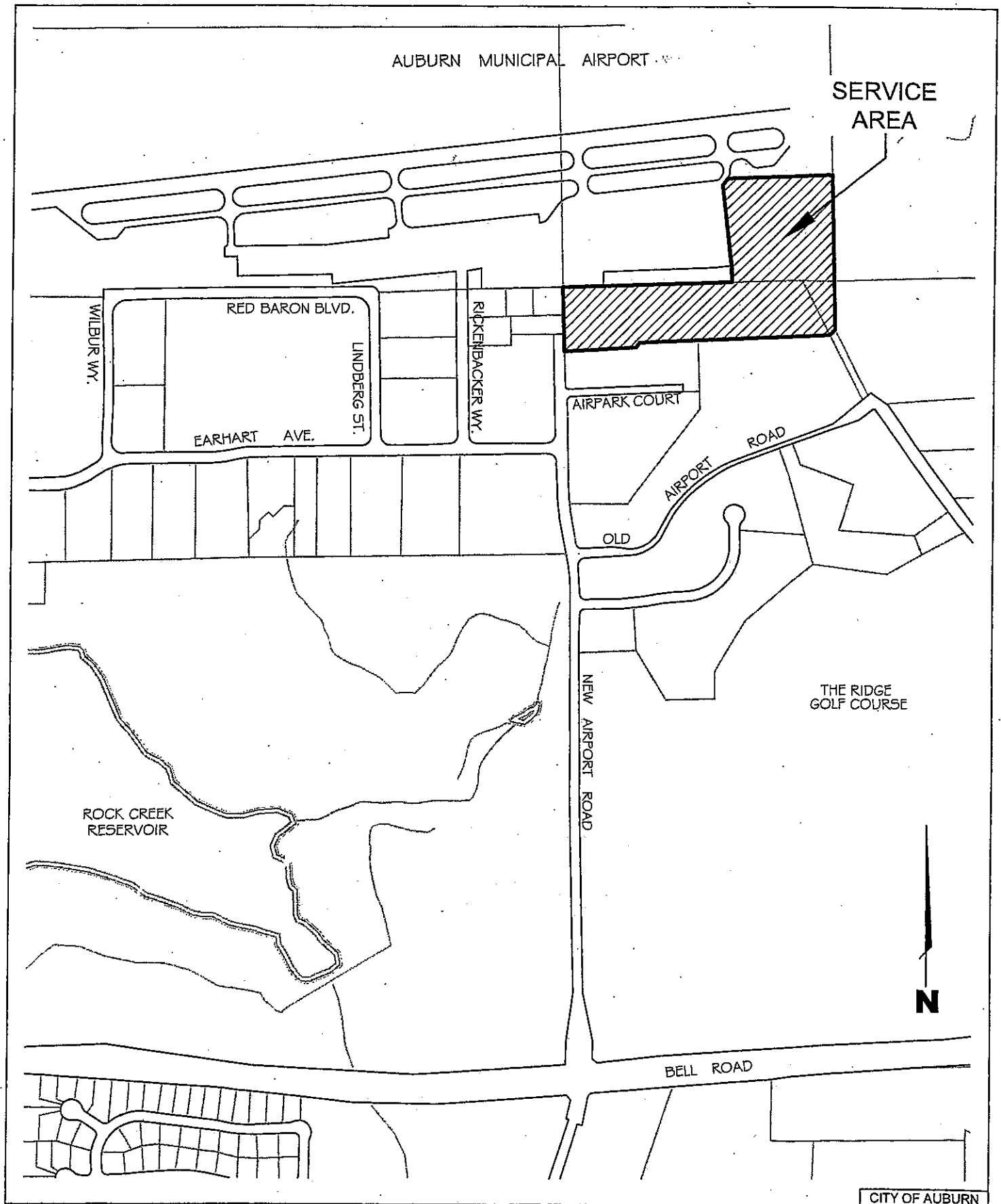
Title

Date: _____

1225 Lincoln Way
Auburn, CA 95603

Address

EXHIBIT "A"



FA 2444
AUBURN AIRPORT EAST HANGER
WATERLINE EXTENSION

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

T.13 N., R.8 E. SEC.27, NW 1/4
A.P. No: 052-190-045
Project: FA2444-Auburn Airport East Hangar
Map No.: 33-B-12 & 39-A-09

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Auburn, A Municipal Corporation and Political Subdivision

(hereinafter called "GRANTOR") hereby grants to the Placer County Water Agency, a public body, (hereinafter called "AGENCY") a non exclusive permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way for ingress and egress to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment including poles, antennae, solar panels and electrical cabinets and devices for controlling electrolysis, necessary to convey and/or meter water. GRANTOR further grants to the AGENCY:

- (a) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on April 29, 1947 in Book 496 at Page 279, Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (c) the right to install, maintain, and use gates in all fences which cross the easement area and the right to install Agency locks on existing or future gates installed within the easement area;
- (d) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (e) the right to line, seal, patch, or replace pipelines and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to application for and receipt of an encroachment permit from the AGENCY, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences across or parallel to but outside the easement area, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement area by the AGENCY for personnel, trucks and equipment and keys to any locks on the gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

SIGNATORY PAGE -- GRANT OF EASEMENT

Print name/Title

Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted and Submitted to Escrow by the Agency)

EXHIBIT "A"
LEGAL DESCRIPTION
PCWA NON EXCLUSIVE
PERMANENT EASEMENT

Being a portion of the northwest quarter of the northwest quarter of Section 27, T. 13 N., R. 8 E., M.D.B. & M., and also being a portion of that certain Tract of Land recorded by Deed in Book 496, at Page 279, Official Records of Placer County, and also being a portion of the Auburn Airport as shown on that certain Record of Survey No. 1847, and recorded in Book 14 of Surveys, at Page 66, Official Records of Placer County, more particularly described as follows:

A strip of land of variable width for a non-exclusive permanent easement, being more particularly described as follows:

COMMENCING at the southwest corner of said northwest quarter of the northwest quarter of Section 27, as shown on said Record of Survey, being common with the northwest corner of Parcel 1 as said Parcel 1 is shown on Parcel Map No. P-75040, filed in Book 25 of Parcel Maps, at Page 124, Official Records of Placer County; thence, along the common line of said northwest quarter of the northwest quarter and said Parcel 1 North 88°18'54" East 1019.27 feet; thence North 01°41'06" West 20.00 feet to a point located in a northerly line of Area Three of the non-exclusive easement granted to the Placer County Water Agency by Grant Deed recorded April 28, 1992 as Document No. 92-032796, Official Records of Placer County, and the **POINT OF BEGINNING** of the herein described easement; thence, along said northerly line of said easement South 88°18'54" West 20.00 feet; thence, leaving said northerly line the following thirty (30) courses: (1) North 01°41'06" West 22.79 feet; (2) North 45°48'54" East 100.32 feet; (3) North 44°11'06" West 24.00 feet; (4) North 45°48'54" East 20.00 feet; (5) South 44°11'06" East 24.00 feet; (6) North 45°48'54" East 41.82 feet; ; North 83°47'56" East 5.21 feet; (8) North 06°12'04" West 8.98 feet; (9) North 20°00'28" East 9.48 feet; (10) North 45°48'54" East 30.43 feet; (11) North 69°48'54" East 86.26 feet; (12) North 05°35'51" West 321.08 feet; (13) South 84°24'09" West 199.52 feet; (14) South 39°24'09" West 84.66 feet; (15) South 83°47'56" West 28.59 feet; (16) North 39°24'09" East 113.37 feet; (17) North 84°24'09" East 182.80 feet; (18) North 05°35'51" West 42.43 feet; (19) North 84°24'09" East 60.00 feet; (20) South 05°35'51" East 62.08 feet; (21) South 83°28'34" West 15.00 feet; (22) South 05°35'51" East 302.04 feet; (23) North 83°47'56" East 20.52 feet; (24) South 06°12'04" East 20.00 feet; (25) South 83°47'56" West 20.73 feet; (26) South 05°35'51" East 0.59 feet; (27) South 18°26'06" East 13.58 feet; (28) South 69°48'54" West 80.91 feet; (29) South 45°48'54" West 215.66 feet; and (30) South 01°41'06" East 13.99 feet to the POINT OF BEGINNING.

Containing 23,403 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Parcel 1 as shown on Parcel Map No. P-75040 recorded in Book 25 of Parcel Maps, at Page 124, Official Records of Placer County, which bears South 00°19'31" East.

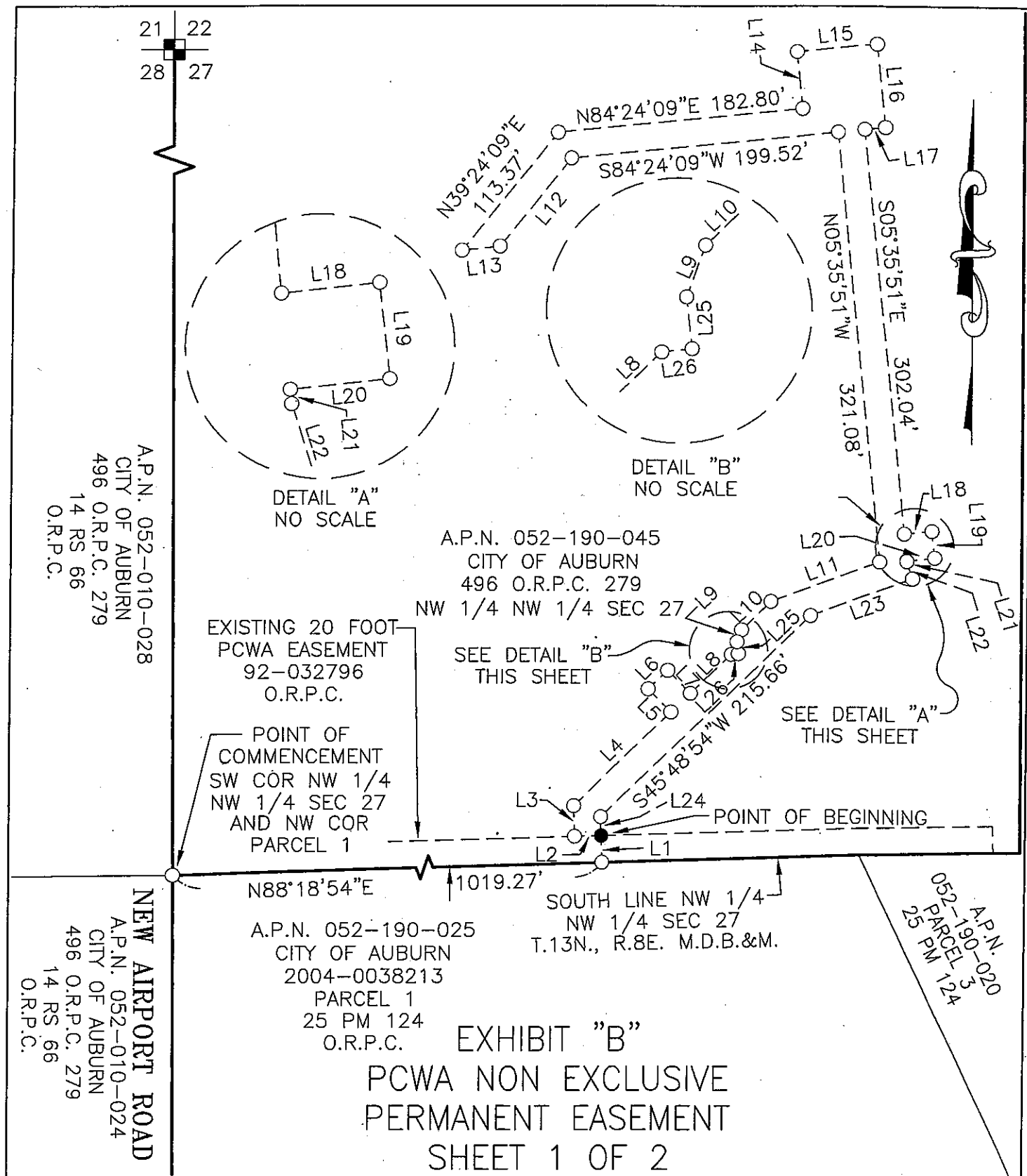
See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376
Expires 12-31-10



06-19-09
Date



PRECISION LAND SURVEYING, INC.

8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.

P.O. BOX 1042 FOLSOM, CA. 95763-1042

(916) 789-2006

DRAWN BY: BT

DATE: 06/16/09

DESIGNED BY:

FILE: PCWA-3

APPROVED BY: RAM

SCALE: 1" = 100'

REVISED:

JOB NO. 0593

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°41'06"W	20.00'
L2	S88°18'54"W	20.00'
L3	N01°41'06"W	22.79'
L4	N45°48'54"E	100.32'
L5	N44°11'06"W	24.00'
L6	N45°48'54"E	20.00'
L7	S44°11'06"E	24.00'
L8	N45°48'54"E	41.82'
L9	N20°00'28"E	9.48'
L10	N45°48'54"E	30.43'
L11	N69°48'54"E	86.26'
L12	S39°24'09"W	84.66'
L13	S83°47'56"W	28.59'
L14	N05°35'51"W	42.43'
L15	N84°24'09"E	60.00'
L16	S05°35'51"E	62.08'
L17	S83°28'34"W	15.00'
L18	N83°47'56"E	20.52'
L19	S06°12'04"E	20.00'
L20	S83°47'56"W	20.73'
L21	S05°35'51"E	0.59'
L22	S18°26'06"E	13.58'
L23	S69°48'54"W	80.91'
L24	S01°41'06"E	13.99'
L23	S69°48'54"W	80.91'
L24	S01°41'06"E	13.99'
L25	N06°12'04"W	8.98'
L26	N83°47'56"E	5.21'

EXHIBIT "B"
PCWA NON EXCLUSIVE
PERMANENT EASEMENT
SHEET 2 OF 2

PRECISION LAND SURVEYING, INC. 8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA. P.O. BOX 1042 FOLSOM, CA. 95763-1042 (916) 789-2006	DRAWN BY: BT	DATE: 06/16/09
	DESIGNED BY:	FILE: PCWA-3
	APPROVED BY: RAM	SCALE: N/A
	REVISED:	JOB NO. 0593

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino

Richard A. Marino L.S. 6376
Expires 12-31-10



06-19-09

Date

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

T.13 N., R.8 E. SEC.28, NE 1/4
A.P. No: 052-010-024
Project: FA2444-Auburn Airport East Hangar
Map No.: 33-B-12

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Auburn, a Municipal Corporation and Political Subdivision

(hereinafter called "GRANTOR") hereby grants to the Placer County Water Agency, a public body, (hereinafter called "AGENCY") a non exclusive permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way for ingress and egress to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment including poles, antennae, solar panels and electrical cabinets and devices for controlling electrolysis, necessary to convey and/or meter water. GRANTOR further grants to the AGENCY:

- (a) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on April 29, 1947 in Book 496 at Page 279, Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (c) the right to install, maintain, and use gates in all fences which cross the easement area and the right to install Agency locks on existing or future gates installed within the easement area;
- (d) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (e) the right to line, seal, patch, or replace pipelines and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to application for and receipt of an encroachment permit from the AGENCY, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences across or parallel to but outside the easement area, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement area by the AGENCY for personnel, trucks and equipment and keys to any locks on the gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

SIGNATORY PAGE -- GRANT OF EASEMENT

Print name/Title

Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted and Submitted to Escrow by the Agency)

EXHIBIT "A"
LEGAL DESCRIPTION
PCWA NON EXCLUSIVE
PERMANENT EASEMENT

Being a portion of the east one half of the northeast quarter of Section 28, T. 13 N., R. 8 E., M.D.B. & M., and also being a portion of that certain Tract of Land recorded by Deed in Book 496, at Page 279, Official Records of Placer County, and also being a portion of the Auburn Airport as shown on that certain Record of Survey No. 1847, and recorded in Book 14 of Surveys, at Page 66, Official Records of Placer County, and also being a portion of Lot 24 as shown on the unrecorded survey entitled "Auburn Airport Industrial Park" on file in the office of Placer County Survey Mapping, more particularly described as follows:

A strip of land 20 feet wide for a non-exclusive permanent easement, being more particularly described as follows:

COMMENCING at the southwest corner of said northwest quarter of the northwest quarter of Section 27, as shown on said Record of Survey, being common with the northeast corner of said Lot 24, and the northwest corner of Parcel 1 as said Parcel 1 is shown on Parcel Map No. P-75040; thence, along the common line of said Lot 24 and said Parcel 1 South 00°19'31" East 202.34 feet to the POINT OF BEGINNING of the herein described easement; thence, continuing along said common line South 00°19'31" East 20.01 feet; thence, leaving said common line the following three (3) courses: (1) South 88°17'43" West 53.28 feet; (2) North 01°42'17" West 20.00 feet; and (3) North 88°17'43" East 53.77 feet to the POINT OF BEGINNING.

Containing 1,071 square feet, more or less.

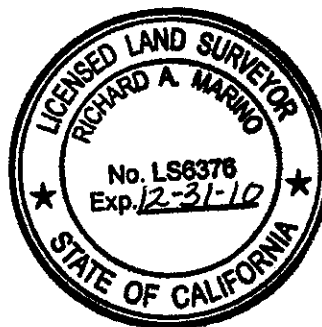
End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Parcel 1 as shown on Parcel Map No. P-75040 recorded in Book 25 of Parcel Maps, at Page 124, Official Records of Placer County, which bears South 00°19'31" East.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376
Expires 12-31-10



01-20-09
Date

A.P.N. 052-010-028
CITY OF AUBURN
496 OR 279
E 1/2 NE 1/4 SEC 28
14 RS 66
O.R.P.C.

S89°49'16"W

492.65'

21 22
28 27

A.P.N. 052-190-045
CITY OF AUBURN
496 OR 279
NW 1/4 NW 1/4 SEC 27
14 RS 66
O.R.P.C.

POINT OF
COMMENCEMENT
SW COR NW 1/4
NW 1/4 SEC 27,
NE COR LOT 24
AND NW COR
PARCEL 1

A.P.N. 052-010-024
CITY OF AUBURN
496 OR 279
E 1/2 NE 1/4 SEC 28
14 RS 66
O.R.P.C.

A.P.N. 052-190-025
CITY OF AUBURN
PARCEL 1
25 PM 124
O.R.P.C.
2004-0038213

NEW AIRPORT
ROAD

S00°19'31"E

202.34'

LOT 24
AUBURN AIRPORT
INDUSTRIAL PARK
UNRECORDED SURVEY
PLACER COUNTY SURVEY
MAPPING
U-0670

N88°17'43"E
53.77'

POINT OF
BEGINNING

S88°17'43"W
53.28'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°19'31"E	20.01'
L2	N01°42'17"W	20.00'

EXHIBIT "B"
PCWA NON EXCLUSIVE
PERMANENT EASEMENT

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: BT

DATE: 08/28/08

DESIGNED BY:

FILE: PCWA-4

APPROVED BY: RAM

SCALE: 1" = 40'

REVISED:

JOB NO. 0593

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

T.13 N., R.8 E. SEC.27, NW 1/4
A.P. No: 052-190-025
Project: FA2444-Auburn Airport East Hangar
Map No.: 33-B-12

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Auburn, a Municipal Corporation and Political Subdivision

(hereinafter called "GRANTOR") hereby grants to the Placer County Water Agency, a public body, (hereinafter called "AGENCY") a non exclusive permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way for ingress and egress to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment including poles, antennae, solar panels and electrical cabinets and devices for controlling electrolysis, necessary to convey and/or meter water. GRANTOR further grants to the AGENCY:

- (a) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on April 1, 2004, document number 2004-0038213, Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (c) the right to install, maintain, and use gates in all fences which cross the easement area and the right to install Agency locks on existing or future gates installed within the easement area;
- (d) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (e) the right to line, seal, patch, or replace pipelines and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to application for and receipt of an encroachment permit from the AGENCY, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences across or parallel to but outside the easement area, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement area by the AGENCY for personnel, trucks and equipment and keys to any locks on the gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

SIGNATORY PAGE – GRANT OF EASEMENT

Print name/Title

Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted and Submitted to Escrow by the Agency)

EXHIBIT "A"
LEGAL DESCRIPTION
PCWA NON EXCLUSIVE
PERMANENT EASEMENT

Being a portion of the northwest quarter of Section 27, T. 13 N., R. 8 E., M.D.B. & M., and also being a portion of Parcel 1 as shown on Parcel Map No. P-75040, recorded in Book 25 of Parcel Maps, Page 124, Official Records of Placer County, more particularly described as follows:

A strip of land being 20 feet in width for a non-exclusive permanent easement, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 1, as shown on said Parcel Map; thence, along the west line of said Parcel 1 South 00°19'31" East 202.34 feet to the POINT OF BEGINNING; thence, leaving said west line the following twelve (12) courses: (1) North 88°17'43" East 156.58 feet; (2) North 01°42'17" West 74.58 feet; (3) North 43°17'43" East 53.50 feet; (4) North 01°42'17" West 32.51 feet; (5) North 88°17'43" East 20.00 feet; (6) South 01°42'17" East 29.11 feet; (7) North 88°17'43" East 387.88 feet; (8) North 01°42'17" West 30.00 feet; (9) North 88°17'43" East 20.00 feet; (10) South 01°42'17" East 30.00 feet; (11) North 88°17'43" East 232.91 feet; and (12) North 01°42'17" West 86.19 feet to a point located in the north line of said Parcel 1, being common with a southerly line of Area Three of the non-exclusive easement granted to the Placer County Water Agency by Grant Deed recorded April 28, 1992 as Document No. 92-032796, Official Records of Placer County; thence, along said common line North 88°18'54" East 20.00 feet; thence, leaving said north line the following five (5) courses: (1) South 01°42'17" East 106.18 feet; (2) South 88°17'43" West 669.11 feet; (3) South 43°17'43" West 41.73 feet; (4) South 01°42'17" East 86.30 feet; and (5) South 88°17'43" West 177.06 feet to a point located in said west line of Parcel 1; thence, along said west line North 00°19'31" West 20.01 feet to the POINT OF BEGINNING.

Containing 22,322 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Parcel 1 as shown on Parcel Map No. P-75040 recorded in Book 25 of Parcel Maps, at Page 124, Official Records of Placer County, which bears South 00°19'31" East.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376
Expires 12-31-10



01-16-09
Date

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°42'17"W	74.58'
L2	N43°17'43"E	53.50'
L3	N01°42'17"W	32.51'
L4	N88°17'43"E	20.00'
L5	S01°42'17"E	29.11'
L6	N01°42'17"W	30.00'
L7	N88°17'43"E	20.00'
L8	S01°42'17"E	30.00'
L9	N01°42'17"W	86.19'
L10	N88°18'54"E	20.00'
L11	S43°17'43"W	41.73'
L12	S01°42'17"E	86.30'
L13	N00°19'31"W	20.01'

CITY OF AUBURN
A.P.N. 052-190-045
496 O.R.P.C. 279

SW COR NW 1/4
NW 1/4 SEC 27
NW COR PARCEL
1 AND NE COR
LOT 24

POINT OF
COMMENCEMENT

POINT OF
BEGINNING

NEW AIRPORT ROAD
A.P.N. 052-010-024
CITY OF AUBURN
496 O.R.P.C. 279
14 RS 66
O.R.P.C.

A.P.N. 052-190-025
PARCEL 1
25 PM 124
O.R.P.C.
CITY OF AUBURN
2004-0038213

A.P.N. 052-190-026
PARCEL 2
25 PM 124

EXHIBIT "B"
PCWA NON EXCLUSIVE
PERMANENT EASEMENT

EXISTING
20 FOOT
PCWA
EASEMENT
92-032796
O.R.P.C.

20' WIDE
PCWA
WATERLINE
EASEMENT

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: BT

DATE: 08/19/08

DESIGNED BY:

FILE: PCWA-1

APPROVED BY: RAM

SCALE: 1" = 100'

REVISED:

JOB NO. 0593

1 RESOLUTION NO. 08-
2 RESOLUTION AUTHORIZING FACILITY AGREEMENT WITH PLACER COUNTY
3 WATER AGENCY FOR THE EAST AREA HANGAR WATERLINE EXTENSION
4 PROJECT.

5 -----
6 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

7 That the City Council of the City of Auburn does hereby:

- 8 1. Authorize the Director of Public Works to execute the Facilities Agreement
9 No. 2444 Revision N. 1 with Placer County Water Agency.
10 2. Authorize the Director of Public Works to record the Grant of Easements
11 and legal descriptions for the East Area Hangar Waterline Extension Easement
12 to Placer County Water Agency.

13 A true and correct copy of said Facilities Agreement is attached hereto as
14 Exhibit "A." A true and correct copy of said Grant of Easement and Legal
15 Descriptions are attached hereto as Exhibit "B," Exhibit "C," and Exhibit "D."

16 DATED: July 27, 2009

17
18 _____
J.M. Holmes, Mayor

19 ATTEST:

20
21 _____
Joseph G. R. Labrie, City Clerk

22 I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
23 that the foregoing resolution was duly passed at a regular session meeting of
24 the City Council of the City of Auburn held on the 27th day of July 2009 by the
following vote on roll call:

25 Ayes:

26 Noes:

27 Absent:

28 _____
Joseph G. R. Labrie, City Clerk